



AGREEMENT

BETWEEN

CALHOUN COUNTY, IOWA

AND

COMMUNICATIONS WORKERS OF AMERICA

Representing Employees Of The

SECONDARY ROADS DEPARTMENT

Effective Date: July 1, 2006

Termination Date: June 30, 2009

#1410

opeiu-53-afl-cio

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THIS AGREEMENT is made and entered into this 15th day of March, 2006, by and between CALHOUN COUNTY, IOWA, hereinafter referred to as the "County", or the "Employer", and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

In consideration of the covenants hereinafter contained by and on behalf of the County and the Union, it is mutually agreed as follows:

ARTICLE I

Intent and Purpose

1.1 The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Calhoun County, Iowa.

1.2 The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the County, the Union and the employees covered by this Agreement, and to assure effective and efficient operations of Calhoun County.

1.3 It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of any claimed grievances, and to prevent any strikes, work stoppages or other interruptions of work or interference with the County's operations.

ARTICLE II

Recognition

2.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for those employees in the following described unit as defined by the Iowa Public

Employment Relations Board in Case No. 34:

All persons classified as Equipment Operator I (formerly Heavy Equipment Operator and Landfill Operator), all persons classified as Equipment Operator II (formerly Truck Driver and Motor Patrol), and mechanics; excluding all shop foremen, survey party chief, supervisors, and all other persons excluded by Section 4 of the Act, and further excluding all other employees of Calhoun County, Iowa, and its boards, commissions, agencies and departments.

ARTICLE III

Definitions

3.1 A regular employee is a full-time permanent employee who has completed the probationary period.

3.2 A temporary employee is one who works for a period of one hundred twenty (120) consecutive calendar days or less.

3.3 A regular part-time employee is an employee who works an average of twenty or more hours per week when computed on an annual basis from the date of most recent hire.

3.4 A part-time employee is an employee who works an average of less than twenty hours per week when computed on an annual basis from the date of most recent hire.

3.5 Part-time employees, and temporary employees, will only be hired to cover situations such as seasonal demands, replacement for absenteeism, replacement for vacations, or to fill out unusual scheduling requirements.

3.6 A probationary employee is one who has not completed twelve (12) calendar months of continuous service with the County as a regular or regular part-time employee. During the probationary period, such employee may be terminated at the discretion of the County and such terminations will not be subject to the arbitration provisions of this Agreement. The County may

hire such employees as is required to conduct its operations with the understanding that those employees are on trial for twelve (12) continuous calendar months and that the County will be the sole judge of the competency of the new employees during this period.

3.7 Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement shall be limited to mean "regular" and "regular part-time" employees. Regular employees will be entitled to all benefits prescribed in this Agreement and regular part-time employees will be entitled to fifty percent (50%) of the benefit of a regular employee. Neither temporary nor probationary employees shall be eligible for any non-salary benefits under this Contract. (This provision shall not affect any employees on the County payroll June 30, 1985.)

3.8 The grievance and arbitration procedures provided herein shall not be applicable to any employee until he or she becomes a regular employee or a regular part-time employee.

3.9 One "day" for the purposes of injury leave, vacation, or sick leave shall be eight hours.

ARTICLE IV

County and Union Rights and Responsibilities

4.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees described above in Section 2.1, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the County must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees: (a) that it will cooperate with the County and support its efforts to assure a full and fair day's work on the part

of its employees: (b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the County; and (c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

4.2 In addition to all powers, duties and rights of the County established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the County, including without limitation on the generality of the foregoing, the right to manage the County ' s operations and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate operations of the County, to determine the size and location of the County ' s operations and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and materials to be used, including the right to introduce new and improve methods or facilities and to change existing methods and facilities, the right to create, modify and terminate departments, job classifications and job duties, the right to transfer, promote and demote employees for cause, and the right to lay off, the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the County at any time and the right to enforce and require employees to observe rules and regulations set forth by the County; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

4.3 The list of management rights set forth in Section 4.2 is not exclusive and it is

understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, power and authority and prerogatives the County had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

4.4 The County and the Union will cooperate to the fullest extent and share a mutual responsibility to assure that there shall be no unlawful discrimination against any employee by the County or the Union because of race, creed, color, national origin, sex, age, disability or religion.

4.5 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County ' s employees to refrain from Union membership. There shall be no discrimination by the County or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the County.

4.6 For purposes of investigating pending grievances and collecting dues, a duly authorized representative of the Union shall have access to County premises during non-working time with supervisors ' prior consent. The County will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the County ' s operations or the work of its employees.

ARTICLE V

Hours of Work and Overtime

5.1 The normal workweek shall consist of forty (40) hours per week, exclusive of unpaid lunch period, and shall commence at 12:01 o ' clock a.m. Saturday and terminate 11:59 p.m.

Friday. The County will guarantee forty (40) hours of work per week, Monday through Friday; except when weather requires it, said forty (40) hours may include Saturdays.

5.2 Employees who are called out to work after their normal scheduled hours will be paid a minimum of two (2) hours of pay at time and one-half (1 1/2) rate. The minimum two (2) hours pay does not apply if the employee is called to work before the start of the employees scheduled hours for the day and continues to work all or part of his scheduled hours.

5.3 If the County requests overtime in a week which contains an observed holiday, the holiday will count as a day worked. Vacation time, sick leave, funeral leave, jury duty or other time off with pay shall be counted as time worked when computing overtime.

5.4 Employees will receive two (2) paid ten-minute breaks each day, at times scheduled by the County. Employees will receive a thirty (30) minute unpaid lunch period, at times scheduled by the County. During the ten hour days, as described in Section 5.9, there will be an additional paid ten-minute break added to the unpaid thirty (30) minute lunch period.

5.5 All employees shall be required to work overtime when requested by the County. The County shall notify the employee of the requested overtime work as soon as possible.

5.6 All overtime work shall be determined by and authorized by County supervisory personnel.

5.7 An employee working overtime shall be allowed to take compensatory time off at the rate of one and one-half (1 1/2) times the hours worked. Said compensatory time off must be taken within twelve (12) months of the time earned, to the extent possible. Said compensatory time must be approved by the employee's supervisors (see also Article 10.4). There shall be no accumulation of compensatory time beyond 240 hours.

5.8 All overtime, as far as practicable, shall be equally and impartially offered to the employees who generally work in the class of work being performed for which overtime is requested, in their respective localities.

5.9 During the summer months of June, July, and August, during the life of this Agreement, secondary road employees in all job classifications shall work a forty (40) hour workweek, composed of four ten (10) hour days. During the ten (10) hour days, one-half (1/2) day becomes five (5) hours. The County reserves the right to make adjustments to employees' schedules, which may result in some personnel from the same district working a different schedule from other employees in that same district. During the week of July 4, all Secondary Road employees will work the normal five (5) eight (8) hour work days, with a holiday. Districts will be on a rotating basis so that at least one district is working every normal work day of the three (3) month period. The previously described ten (10) hour days will not be construed as overtime nor generate any overtime pay or compensatory time.

5.10 It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the County from time to time to meet the County's requirements. Prior to any change in daily or weekly scheduling, the employee will be given as much advance notice as possible under the circumstances, up to seven (7) days.

ARTICLE VI

Health and Safety

6.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the County in maintaining County policies, rules and regulations,

as to health and safety.

6.2 All potential new employees upon receiving a job offer shall provide satisfactory medical evidence of physical fitness to perform all assigned duties. Such evidence shall include a statement from a doctor of medicine designated by the County. The expense for the medical exam will be paid for by the County.

ARTICLE VII

Adjustment of Grievances

7.1 A grievance is defined as a dispute an employee may have with the County concerning the interpretation, application or violation of the express terms of this Agreement by the County. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One: An employee who claims a grievance shall present such grievance orally, with or without the steward, to his or her supervisor, within three (3) working days after the occurrence upon which the grievance is based. The supervisor shall give an oral answer to the grievance within three (3) working days after the grievance was presented.

Step Two: If the grievance is not settled in Step One, it may be appealed by the employee and the steward within five (5) working days after the Answer of the supervisor. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall specifically state the facts and the section of this Agreement alleged to have been violated. The written grievance shall be promptly submitted to the County Engineer or his designated representative who shall give an answer in writing to the employee and steward within seven (7) working days after the grievance has been presented.

Step Three: If the grievance is not settled in Step Two, it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the County Engineer within thirty (30) calendar days after the receipt of the County's Step Two answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of this Agreement which is to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the County and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If

the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the County ' s receipt of the arbitration notice, the parties shall jointly request the Iowa Public Employee Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, the parties ' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

7.2 Aggrieved employees and/or authorized Union representatives, not to exceed two in number, meeting with the County in respect to grievances, shall suffer no loss in regular pay as a result of time lost for such meetings from scheduled work at Grievance Steps One and Two.

7.3 The failure of an employee, the Union, or its representative to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union, or its representative from appealing the grievance further, and any such grievance shall be considered as settled.

7.4 The failure by an employee, the Union, or its representative to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the County to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step.

7.5 An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to substitute his discretion for that of the County in any matter reserved to the County by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his or her authority, shall be final and binding upon the County, the Union, and the aggrieved employee(s). The arbitrator may not

hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the County and the Union.

7.6 The County and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and a court reporter and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

ARTICLE VIII

Work Stoppages

8.1 The County agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

8.2 The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering, including an unlawful or illegal refusal to cross any picket line, or any other action which interrupts or interferes with the operation of the County.

8.3 No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown, picketing or bannering, including an unlawful or illegal refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the County.

8.4 In the event of a violation of Section 12 of the Iowa Public Employment Relations Act and/or Section 8.3 of this Article, the Union agrees that it will take immediate, affirmative steps with the employees involved (such as public announcements, letters, bulletins, telegrams, and employee meetings) to bring about an immediate resumption of normal work.

8.5 In the event of a violation of Section 12 of the Iowa Public Employment Relations

Act and/or Section 8.3 of this Article, any employee participating in such violation may be immediately discharged.

ARTICLE IX

Seniority and Layoff Procedures

9.1 All regular and regular part-time employees shall come within the seniority provisions of this Article. Seniority is defined as the regular and regular part-time employees' length of continuous service with the County as a Secondary Road Employee from their most recent date of hire.

9.2 In the event the County determines that employees must be laid off, the County shall consider qualifications, ability to perform, physical fitness and seniority, and if qualifications, ability to perform, and physical fitness are equal between or among affected employees, seniority shall govern. Employees may be required to submit to a physical examination at employer's expense, if necessary, to assist the County in making a determination on the physical fitness of employees.

9.3 Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the County of their current address during layoff. If the County desires to recall employees, such employees shall be recalled in the inverse order of layoff.

9.4 The seniority records for employees shall be maintained by the County and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the County within thirty (30) days.

9.5 The seniority and any recall right of employees shall terminate if the employee quits for any reason, is discharged, fails to report within the forty-eight (48) hours after notice of recall,

or is laid off for a period exceeding twelve (12) months of the employee's seniority, whichever is lesser.

9.6 Seniority among those qualified to do the work, shall be the determining factor in matters affecting assignment of hours (not days), vacations, and promotions.

9.7 Seniority will continue to accrue while the employee is on unpaid leave for military service. An employee will retain seniority upon unpaid leave for union leave, personal illness, or other emergency leave. An employee promoted from the bargaining unit shall retain, but shall not continue to accrue, seniority during the period of such promotion.

ARTICLE X

Vacations

10.1 Subject to an in accordance with the provisions of this Article, paid vacations will be granted to regular employees pursuant to the following schedule:

- (A) A regular employee in the continuous active service of the County for one year or more as of the anniversary of the most recent date of hire shall be granted five (5) days vacation (40 hours) with pay at the regular hourly rate. A regular employee in the continuous active service of the County for two years or more as of the anniversary of the most recent date of hire shall be granted ten (10) days vacation (80 hours) with pay at the regular hourly rate.
- (B) A regular employee in the continuous active service of the County for five years or more as of the anniversary of the most recent date of hire shall be granted twelve (12) days vacation (96 hours) with pay at the regular hourly rate.
- (C) A regular employee in the continuous active service of the County for nine years or more as of the anniversary of the most recent date of hire shall be granted fifteen (15) days vacation (120 hours) with pay at the regular hourly rate.
- (D) A regular employee in the continuous active service of the County for

fifteen years or more as of the anniversary of the most recent date of hire shall be granted twenty (20) days of vacation (160 hours), with pay, at the regular hourly rate.

- (E) A regular employee in the continuous active service of the County for twenty (20) years or more as of the anniversary of the most recent date of hire shall be granted twenty-five (25) days of vacation (200 hours), with pay, at the regular hourly rate.

10.2 The purpose of a vacation is to enable the employee to enjoy periodic rest from their regular job so that they may return to their work refreshed. The vacation year will be the eligible employee's anniversary date to anniversary date. Accordingly:

- (A) A vacation may be not carried over from one year to the next and must be taken prior to the employee's next anniversary date, or it will be forfeited; provided, however, that employees may accumulate and carry over unused vacation up to eight (80) hours.
- (B) No vacation pay will be paid for vacations not taken.

10.3 Vacations will, so far as possible, be granted at times most desired by eligible employees so long as they do not conflict with the County's operations, provided, however, that the final right to allot vacation periods and the right to change such allotments is reserved exclusively to the County.

10.4 Vacation time and compensatory time (as referred to in Article 5.7) may be taken in increments of one-half day, except for twenty-four (24) hours, which can be taken in multiples of one hour. Vacation time or compensatory time taken in increments of less than one-half day may require the employee to provide his or her own transportation so as not to interrupt the work schedules of other employees.

ARTICLE XI

Sick Leave

11.1 Sick leave may be accumulated at the rate of two days per month of paid employment. Sick leave may be accumulated up to one hundred twenty (120) days. The County may require a doctor's certificate as satisfactory evidence of sickness. If employees voluntarily leave County employment, or are discharged, they automatically lose all accumulated sick leave. The County Engineer or Shop Foreman will be notified as soon as practical by the affected employee. Sick leave can be taken one hour at a time. All sick leave used prior to or immediately after a planned vacation or holiday will require a doctor's certificate. If sick leave is requested in such a situation and no doctor's certificate provided, the employee will be charged with vacation time. Employees sick for more than three (3) consecutive days may require a doctor's certificate. The employee's sick leave of twenty-four (24) days per year may include six (6) days of personal leave, for family-related medical problems, and will require a doctor's certificate if forty-eight (48) hours notification is not made to the previously denominated person. The word "family" for this Article will have the same definition as in Article 14.1.

11.2 An employee who has used all paid sick time, comp time and vacation time will be carried and retain his seniority for twelve (12) months from such time, before being separated from the payroll.

11.3 Sick leave, to the extent available, may be used for childbirth. If accumulated sick leave does not cover the time away from the job, as defined by a doctor's certificate relation to the mother/employee, then an unpaid maternity leave shall be granted. However, in no event

shall the paid and/or unpaid leave exceed 120 days for a "regular employee". The employee shall be returned to her previous job and hours, following the expiration of this maternity leave.

11.4 Employees who have accumulated the maximum sick leave of one hundred twenty (120) working days will continue to accumulate sick leave at the rate of two (2) days for each month of employment in a segregated account to be used in the following manner:

- (A) When an employee has accumulated twelve (12) working days in their segregated account, he or she will be entitled to one (1) day of special compensatory time. This special compensatory time shall not exceed five (5) days.
- (B) When an employee uses sick leave, they must replace their sick leave up to the maximum of one hundred twenty (120) working days before they can again begin to accumulate sick leave days in their segregated account. Under no circumstances will an employee lose sick leave days in their segregated account due to an interruption caused when an employee replaces sick leave in the primary sick leave account to reach their maximum of one hundred twenty (120) working days.

ARTICLE XII

Injury Leave

12.1 For an employee injured on the job, Calhoun County will pay the difference between his or her net pay, which is gross pay after mandatory deductions, and his or her Worker's Compensation benefits for thirty-five (35) working days from the date of the injury. In the event more than thirty-five (35) working days is required, the injured employee may use his or her sick leave to supplement his or her Worker's Compensation Benefits, until all accumulated sick leave has been utilized. All Worker's Compensation Benefits will be paid directly to the injured employee.

ARTICLE XIII

Holidays

13.1 Subject to and in accordance with the provisions of this Article, regular employees and regular part-time employees shall be granted holiday pay equal to the regular hourly rate of pay times their regularly scheduled hours for the following holidays, except in the case of regular part-time employees who will receive one-half the total of any regular employee:

New Year ' s Day	Veteran ' s Day
Washington ' s Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Two "Floating Days"
Labor Day	

13.2 When any of the aforementioned holidays fall on Saturday, the preceding Friday will be observed as the holiday. When any of the aforementioned holidays fall on Sunday, the following Monday will be observed as the holiday.

13.3 No holiday pay shall be paid to an employee in any of the following circumstances:

- (A) The employee has been laid off more than one week prior to the holiday.
- (B) The employee has been discharged prior to the holiday.
- (C) The employee is on suspension.
- (D) The employee has failed to report on the last scheduled work day before the holiday or the first scheduled work day after the holiday, unless excused by a Supervisor.

ARTICLE XIV

Funeral Leave

14.1 A regular or regular part-time employee will be allowed up to three (3) days off with pay if involved in a funeral for the death of a parent, sibling, parent or sibling of a spouse, spouse or child. In the case of the death of other relatives, a regular or regular part-time employee will be allowed off with pay the day of the funeral. A regular or regular part-time employee will be allowed one-half day off with pay to attend the funeral of a friend.

ARTICLE XV

Insurance

15.1 Group Health Insurance benefits are available to employees upon application. The County shall pay all of the regular employees' individual premium for the group hospital, medical and major medical insurance designated by the County. The designated group policy for the first year will be the Alliance Select 250/500, the employees' deductible is \$250 per person and \$500 per family coverage with the maximum out of pocket expense of \$750 per person and \$1500 per family. The designated group policy for the second and third year will be the Alliance Select 500/1000, the employees' deductible is \$500 per person and \$1000 per family coverage with the maximum out of pocket expense of \$1000 per person and \$2000 per family. The designated drug plan for all three years will be Blue RX \$10/25/40 co-pay plan with a \$50/100 deductible. All the plans will be administered by Wellmark Blue Cross and Blue Shield of Iowa. The County shall pay one hundred percent (100%) of a regular employee's dependent coverage premium commencing with the effective date of this Agreement. The County's participation in group insurance coverage shall cease immediately upon the termination of a regular employee's

employment.

15.2 It is understood that the employees will voluntarily participate in the current carrier's "Alliance Select" program, which does not reduce benefits but which does require certain prior approvals and some outpatient surgeries, among other things.

15.3 The County will provide regular employees with group life insurance coverage, on the same terms and conditions as other County employees.

ARTICLE XVI

Wages

16.1 The minimum rates of pay for regular road employees are set out in Appendix A, which is attached to this Agreement and by this reference made a part hereof.

16.2 Paychecks will be issued on a biweekly basis for the actual time reported in the previous biweekly time sheet, and will be distributed on Fridays.

16.3 An Equipment Operator II shall be paid at the rate of Equipment Operator I when performing the tasks of this category, in conformance with job descriptions to be developed by the employer and distributed to all secondary road employees prior to the effective date of this Agreement.

ARTICLE XVII

Due Deduction

17.1 The County will make monthly deductions from the wages of each employee covered by this Agreement who has provided the County with a valid written authorization therefore, for monthly Union dues and initiation fees in the amounts certified in such authorizations, and remit such monies to the Secretary-Treasurer of the Union no later than the

fifteenth (15th) day of the succeeding month. Any such authorization may be revoked by any employee at any time upon his written notice to the County, and shall automatically be canceled upon termination of employment. The Union agrees to indemnify and hold the County harmless against any claim or liability arising out of the operation of this Article.

ARTICLE XVIII

Miscellaneous

18.1 Safety glasses: The County will pay for an employee's first pair of safety glasses and will pay for replacement safety glasses necessary due to a change in the employee's vision, when represented with a valid prescription by the affected employee. The County will pay up to Twenty-Five Dollars (\$25.00) for an employee's eye examinations, not more than once every two years, when presented with a valid statement for such services.

18.2 Mechanics will be paid Fifty Dollars (\$50.00) on or before the 31st of July, for the purchase and maintenance of work clothing.

18.3 Employees trained and certified to operate sprayers shall receive an additional fifty cents (\$.50) per hour for the actual time they are assigned to such work.

ARTICLE XIX

General Provisions: Terms of Agreement

19.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of

this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

19.2 Should any clause or provision of this Agreement be declared illegal by a decree of a court of competent jurisdiction, or by legislation, such invalidation shall not affect the remaining parts of this Agreement and it shall remain in full force and effect.

19.3 This Agreement shall become effective the 1st day of July, 2006, and remain in full force and effect until the 30th day of June, 2009, and shall automatically continue in effect from year to year thereafter, unless either party hereto gives the other party written notice not less than sixty (60) days prior to December 1, 2007, or any succeeding December 1, of its desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized representatives this 15th day of March, 2006.

CALHOUN COUNTY, IOWA

COMMUNICATIONS WORKERS OF AMERICA

BY: Alan B. Hough

BY: Midge Slater
CWA International Representative

BY: John H. Trotter
CWA Bargaining Committee Person

BY: Deane Hamer
CWA Bargaining Committee Person

APPENDIX "A"

Wage Rates - Road Employees

<u>CLASSIFICATION</u>	<u>RATE OF PAY</u>	<u>RATE OF PAY</u>	<u>RATE OF PAY</u>
	<u>EFFECTIVE JULY 1, 2006</u>	<u>EFFECTIVE JULY 1, 2007</u>	<u>EFFECTIVE JULY 1, 2008</u>
	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
Equipment Operator I	\$16.02	\$16.50	\$17.00
Equipment Operator II	\$15.96	\$16.44	\$16.93
Mechanic	\$16.28	\$16.77	\$17.27
Assistant Foreman	\$16.02	\$16.50	\$17.00

Probationary employees shall be paid One Dollar (\$1.00) per hour less than the applicable hourly rate set forth above for the first six (6) months of the probationary period and Fifty Cents (\$.50) per hour less than the applicable hourly rate set forth above for the second six (6) months of the probationary period.

Longevity pay of \$.15 per hour will be added to the hourly rate of full-time permanent employees, regular part-time employees and part-time employees after they have completed ten (10) consecutive years of employment from the date of their hire.

APPENDIX "B"

GRIEVANCE REPORT

NATURE OF GRIEVANCE: (STEP ONE)

SIGNED _____ DATE _____
Union Representative/Employee

ENGINEER'S PROPOSED DISPOSITION: (STEP ONE)

Union: *Accepts *Rejects *Appeals

SIGNED _____ DATE _____ SIGNED _____ DATE _____
Union Representative Employer Representative

CALHOUN COUNTY BOARD OF SUPERVISORS
PROPOSED DISPOSITION: (STEP TWO)

Union: *Accepts *Rejects *Appeals

SIGNED _____ DATE _____ SIGNED _____ DATE _____
Union Representative Employer Representative

ARBITRATION: (STEP THREE)

See Step Three of Grievance Procedure, Article 7.4

*Rules out if not applicable
Use reverse side or attach additional information as required.